



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
DEP15859

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE
V E N D O R

SHIP TO
ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

DATE PRINTED
06/15/2012

BID OPENING DATE: 06/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	962-73	ADDENDUM NO. 1 ADDENDUM FOR THE "HOLDEN CHURCH DRAINAGE" PROJECT TO PUBLISH AND DISTRIBUTE THE UPDATED SOLICITATION INFORMATION PER THE ATTACHEMENTS.		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15859 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

SOLICITATION NUMBER: DEP15859
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DEP15859 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation: To add and distribute the following information to the vendor community.

1. Revisions to specifications
2. Q&A’s from Pre-Bid meeting
3. Revisions to drawings
4. Revised Bid Sheet
5. Pre-Bid sign in sheet
6. Additional Terms and Conditions

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Req # DEP15859
Holden Church Drainage
Addendum #1

REVISIONS TO SPECIFICATIONS

Article II – Bidding Information – 8.0 “Time of Completion and Liquidated Damages” - Time of completion for construction is 120 days. The 365 day time frame is for billing purposes.

Special Provision VII - Add "The Contractor shall also be responsible for obtaining from the property owner of the on site areas, a disposal agreement and indemnify the WVDEP for disposal of material within the construction limits."

Specification 7.2.2 - Add "All stone for backfill and underdrains shall be non-calcareous."

Specification 7.2.2 - delete third paragraph referencing rock borrow and add "All rock shall be obtained from a commercial source."

Specification 7.3.1 - Add "Filter cloth shall be placed full length and height between the underdrain and pipe backfill in the open cut area of the roadway."

Specification 7.3.3 - first paragraph - Add "The tops of drop inlets shall be installed 2 inches lower than the surrounding ground surface in grassed areas."

Specification 10.2.3 - Revise to read "Stone for the backfill behind the concrete sidewalk support wall shall consist of non-calcareous 3" minimum to 6" maximum rock for underdrain as outlined in Specification 7.2.2 "Stone. Stone for the placement of the sidewalk shall consist of non-calcareous No. 57 stone. Limestone shall not be used."

Add "Specification 10.2.5 Pipe - Pipe for sidewalk drainage shall consist of 12" I.D. Schedule 80 PVC perforated and non-perforated pipe and elbows. Perforation shall be 1" in diameter."

Req # DEP15859
Holden Church Drainage
Addendum #1

Specification 10.4.1 - Add "Method of measurement for installation of backfill, stone, pipe, and discharge pipe shall be incidental to the construction of the sidewalk support wall.

REVISIONS TO DRAWINGS

The 3' x 3' underdrain detail has been revised to reflect additional filter cloth between the underdrain and the pipe backfill under Trace Avenue.

QUESTIONS AND ANSWERS

Q: How much road bond will the WVDOH require? Will the WVDEP pay the bond.

A: The amount of the bond is unknown. The WVDEP will not pay the bond. The Contractor will be responsible for the bond cost and all other WVDOH costs.

Q: Is the retaining wall poured or block?

A: Poured concrete.

Q: How is the underdrain paid behind the retaining wall?

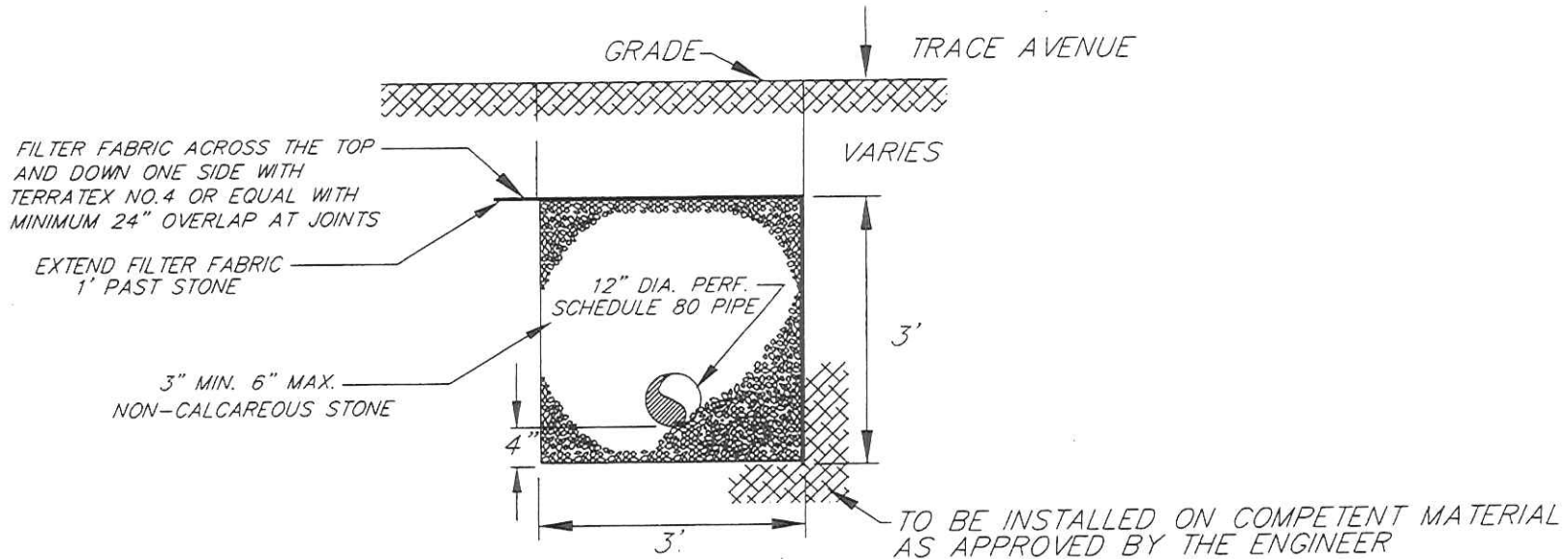
A: Incidental to the cost of the retaining wall.

Q: Has the city water been located?

A: No. Water and all other utility locations are the responsibility of the contractor.

Q: How deep are the manholes (at the Dream Center Area).

A: The manhole depths are shown on the profile drawings.



3' X 3' UNDERDRAIN DETAIL

N.T.S.

***HOLDEN CHURCH DRAINAGE
DEP15859
ADDENDUM NO. 1***

Holden Church Drainage DEP 15859 Contractor's Bid Sheet Addendum No. 1

Company Name: _____

Address: _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	Lump Sum	MOBILIZATION (LIMITED TO 10% OF TOTAL BID)	Lump Sum	\$
2.0	Lump Sum	CONSTRUCTION LAYOUT (LIMITED TO 5% TOTAL BID)	Lump Sum	\$
3.0	Lump Sum	QUALITY CONTROL (LIMITED TO 3% OF TOTAL BID)	Lump Sum	\$
4.0	Lump Sum	SITE PREPARATION (LIMITED TO 10% OF TOTAL BID)	Lump Sum	\$
5.0	400 LF	SEDIMENT CONTROL BARRIER		\$
6.0	Lump Sum	REVEGETATION	Lump Sum	\$
7.1	420 LF	18" DIAMETER HDPE PIPE		\$
7.2	240 LF	24" DIAMETER STEEL CASING		\$
7.3	60 LF	12" DIAMETER SCHEDULE 80 PIPE		\$
7.4	5 EA	DROP INLETS		\$
7.5	6 EA	MANHOLES		\$
7.6	300 LF	2 1/2' X 5' UNDERDRAIN		\$
7.7	110 LF	3' X 3' UNDERDRAIN		\$
7.8	340 LF	GRASS LINED CHANNEL		\$
9.1	24 TONS	CRUSHER RUN STONE		\$
9.2	790 SY	ASPHALT		\$
10.1	45 CY	SIDEWALK SUPPORT WALL		\$
10.2	475 SF	SIDEWALK REPLACEMENT / REPAIR		\$
10.3	150 LF	HANDRAIL		\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL				\$

SIGN IN SHEET

Request for Proposal No. DEP15859

PLEASE PRINT

Date: 5/30/12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50th ST</u>	PHONE <u>304-925-0253</u>
Rep: <u>DAVID H. BOWMAN</u>	<u>Chas WV 25304</u>	TOLL FREE
Email Address: <u>DHB 722@yahoo.com</u>		FAX <u>304 925-9230</u>
Company: <u>WISEMAN EXCAVATING INC</u>	<u>Rt. 1 Box 190</u>	PHONE <u>304-586-3736</u>
Rep: <u>JOE WISEMAN</u>	<u>LIBERTY, WV 25124</u>	TOLL FREE
Email Address: <u>jwpc12@aol.com</u>		FAX <u>304-586-3789</u>
Company: <u>GOPHER LAND SERVICES</u>		PHONE <u>304-860-1909</u>
Rep: <u>Mikey Rose</u>	<u>P.O. Box 194</u>	TOLL FREE
Email Address: <u>Mikey.d.rose@suddenlink.net</u>	<u>Beaver, WV</u>	FAX <u>304-860-1909</u>
Company: <u>COWGIRL UP INC</u>	<u>PO Box 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>DENNIS C ELBON</u>	<u>SIMPSON, WV 26435</u>	TOLL FREE
Email Address: <u>DCE_COWGIRLUP@EARTHLINK.NET</u>		FAX <u>304-739-4401</u> <u>304-626-1051</u>
Company: <u>Breakaway Inc</u>	<u>Sutton WVA 26601</u>	PHONE <u>304-765-5317</u>
Rep: <u>Kelly Dennis</u>		TOLL FREE
Email Address: _____		FAX

Holden Church Dramage

SIGN IN SHEET

Request for Proposal No. DEPI5859

PLEASE PRINT

Date: 5/30/12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company: BUILDING & UTILITY SYSTEMS	Box 246 Jumping BR. WV 25969	PHONE 304-466-3412
Rep: BILL WHITTAKER		TOLL FREE
Email Address: BUILDINGUTILITY@YAHOO.COM		FAX 304-466-3746
Company: ROMIE SPENCER, INC	HC 74, Box 201	PHONE 304-364-8626
Rep: JR SPENCER	STRANGE CREEK WV	TOLL FREE
Email Address: RJS2@hughes.net	25063	FAX 364-8376
Company: FOSTER SUPPLY	PO Box 498	PHONE 304-553-6965
Rep: DERRICK SEARS	SCOTT Depot WV 25560	TOLL FREE
Email Address: dsdars@fostersupply.com		FAX 304-755-8280
Company: Don Wendt Utilities Forestry	P.O. Box 1027	PHONE 304-686-2372
Rep:	Clearfield PA. 16830	TOLL FREE 1-800-893-9188
Email Address:		FAX 814-765-5698
Company: EAGLE EXCAVATION INC.	P.O. BOX 218	PHONE (304) 372-4378
Rep: GEORGE FRESHOUR	KENNA WV	TOLL FREE
Email Address: WORK	25248	FAX (304) 372-4378

Holden Church Drainage

SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Date: 5/30/12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company: <u>Garcie R. Marker & Sons Inc</u>	<u>1119 Jefferson Rd.</u>	<u>304</u> PHONE <u>744 0590</u>
Rep: <u>Allen Marker</u>	<u>So. Chas. WY- 25309</u>	TOLL FREE
Email Address: <u>grmarkersons@aol.com</u>		<u>304</u> FAX <u>746-5203</u>
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX

DEP15859
ADDENDUM NO. 1

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

- iv. Notation that no subcontractors will be used if the bidder will perform the work
- b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP15859

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.